

825853

State of Louisiana, Parish of Bossier
 I hereby certify this to be a true and correct copy
 of an original instrument filed in my office on the date
 and hour and under the registry number stamped here-
 on

Conveyances-Volume 329 Page 2

QUITCLAIM DEED

FILED AND RECORDED
 BOSSIER PARISH, LA

to be recorded in Mortgages-Volume 329 Page 2

Given under my hand and seal of office on this the 3 day of Feb 2005

2005 FEB -3 P 3: 28

Deputy Clerk and Notary Public for the State of Louisiana, made this 8th day of December, 2004, between
 the UNITED STATES OF AMERICA (hereinafter the "VENDOR"), acting by and through the
 Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of
 authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the
 authority of the provisions of the Federal Property and Administrative Services Act of 1949,
 approved June 30, 1949 (63 Stat. 377, as amended) and Section 2843 of the Ronald Reagan
 National Defense Authorization Act for Fiscal Year 2005, and the STATE OF LOUISIANA,
 acting by and through the Military Department (hereinafter the "VENDEE").

WITNESSETH THAT:

NOW THEREFORE, the VENDOR, for good and valuable consideration, the receipt of
 all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER
 QUITCLAIM unto the VENDEE and its assigns all right, title, and interest in the property
 situated, lying, and being in the Parishes of Bossier and Webster, in the State of Louisiana,
 containing approximately 14,995 acres as shown on Exhibit A, attached hereto and made a part
 hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions,
 leases, and easements, including but not limited to rights-of-way for highways, pipelines, and
 public utilities, if any, whether of public record or not. Excepting and reserving to the United
 States all right and title in and to all oil, gas and other minerals in or under the foregoing
 described lands together with the right of ingress, egress, and use of surface as may be incidental
 or necessary to explore, develop, and extract such oil, gas, or other minerals rights.

TO HAVE AND TO HOLD the Property granted herein to the VENDEE and its assigns,
 together with all and singular the appurtenances thereunto belonging or in anywise appertaining,
 and all the estate, right, title, interest, or claim whatsoever of the VENDOR, either in law or in
 equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in
 this Quitclaim Deed and its exhibits incorporated by reference.

NOTICES, USE RESTRICTIONS, AND COVENANTS

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that
 the VENDEE, by its acceptance of this Quitclaim Deed, agrees that, as part of the consideration
 for this Quitclaim Deed, the VENDEE covenants and agrees for itself and assigns, forever, that
 this Quitclaim Deed is made and accepted upon each of the following covenants, which
 covenants shall be binding upon and enforceable against the VENDEE and its assigns, in
 perpetuity; and that the NOTICES, USE RESTRICTIONS, AND COVENANTS set forth in this
 Quitclaim Deed and the Environmental Protection Provisions are a binding servitude on the
 Property herein conveyed and shall be deemed to run with the land in perpetuity.



True Copy

**QUITCLAIM DEED
LOUISIANA ARMY AMMUNITION PLANT**

This QUITCLAIM DEED, made this 5th day of December, 2004, between the UNITED STATES OF AMERICA (hereinafter the "VENDOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations & Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "ARMY"), under the authority of the provisions of the Federal Property and Administrative Services Act of 1949, approved June 30, 1949 (63 Stat. 377, as amended) and Section 2843 of the Ronald Reagan National Defense Authorization Act for Fiscal Year 2005, and the STATE OF LOUISIANA, acting by and through the Military Department (hereinafter the "VENDEE").

WITNESSETH THAT:

NOW THEREFORE, the VENDOR, for good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the VENDEE and its assigns all right, title, and interest in the property situated, lying, and being in the Parishes of Bossier and Webster, in the State of Louisiana, containing approximately 14,995 acres as shown on **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, leases, and easements, including but not limited to rights-of-way for highways, pipelines, and public utilities, if any, whether of public record or not. Excepting and reserving to the United States all right and title in and to all oil, gas and other minerals in or under the foregoing described lands together with the right of ingress, egress, and use of surface as may be incidental or necessary to explore, develop, and extract such oil, gas, or other minerals rights.

TO HAVE AND TO HOLD the Property granted herein to the VENDEE and its assigns, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the VENDOR, either in law or in equity and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Quitclaim Deed and its exhibits incorporated by reference.

NOTICES, USE RESTRICTIONS, AND COVENANTS

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the VENDEE, by its acceptance of this Quitclaim Deed, agrees that, as part of the consideration for this Quitclaim Deed, the VENDEE covenants and agrees for itself and assigns, forever, that this Quitclaim Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the VENDEE and its assigns, in perpetuity; and that the NOTICES, USE RESTRICTIONS, AND COVENANTS set forth in this Quitclaim Deed and the Environmental Protection Provisions are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity.

I. ENVIRONMENTAL PROTECTION PROVISIONS

The Environmental Protection Provisions are at **Exhibit B**, which is attached hereto and made a part hereof.

II. CONSIDERATION. In consideration for this conveyance, VENDEE shall:

A. Maintain at least 13,500 acres of the Property for the purpose of military training, unless the Secretary of the Army determines fewer acres are necessary;

B. Ensure that any use of the Property does not adversely impact military training;

C. Accommodate the use of such Property, at no cost or fee, for meeting the present and future training needs of the Armed Forces units, including units of the Louisiana National Guard and other active and reserve components of the Armed Forces; and

D. Assume the rights and responsibilities of the Army under the armaments retooling manufacturing support agreement between the Army and the facility use contractor with respect to the Property in accordance with the terms of such agreement in effect at the time of this conveyance.

The VENDOR makes no representation as to the suitability of this Property for these intended purposes.

III. CERCLA NOTICE AND COVENANT

A. CERCLA Notice

1. The VENDEE has received the technical environmental reports, including the Environmental Baseline Survey (EBS) for the Louisiana Army Ammunition Plant, Louisiana Army National Guard, February 1998 and the associated EBS Update dated August 2004; the Environmental Review of the Louisiana Army Ammunitions Plant (LAAAP) Excluded Areas Camp Minden Training Site dated December 2003; and the LAAAP Finding of Suitability for Early Transfer dated December 2004 (collectively referred to as the "LAAAP Environmental Documentation"), and agrees, to the best of the VENDEE's knowledge, that they accurately describe the environmental condition of the Property. The VENDEE has inspected the Property and accepts the physical condition and current level of environmental hazards on the Property and deems the Property to be safe for the VENDEE's intended use.

2. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. Section 9620(h)(3) ("CERCLA"), the VENDOR hereby notifies the VENDEE of the storage, release, and disposal of hazardous substances on the Property. For the purpose of this Quitclaim Deed, "hazardous substances" shall have the meaning attributed to such term under section 101(14) of CERCLA, 42 U.S.C. Section 9601(14). Information regarding the type, quantity, and location of hazardous substances and action taken to address such hazardous substances, based on a complete search of the Army's files and records is provided at **Exhibit C**. More detailed information regarding the storage,

14,995
- 13,500
1,495
AVAIL FOR
ECONOMIC
DEVELOPMENT

release, and disposal of hazardous substances on the Property has been provided to the VENDEE, receipt of which the VENDEE hereby acknowledges.

B. CERCLA Covenant Pursuant to CERCLA 120(h)(3)(C)

The VENDOR hereby covenants that:

1. All corrective, remedial, or response actions necessary to protect human health and the environment will be the responsibility of the VENDOR, with respect to any hazardous substance remaining on the Property as a result of storage, release, or disposal prior to the date of transference, except as provided in Sections V and VI below.

2. Any corrective, remedial, or response action found to be necessary after the date of transfer, resulting from past practices and/or activities, shall be conducted by the VENDOR, except as provided in Sections V and VI below. This covenant shall not apply to the extent such remedial actions are caused by activities of the VENDEE or its assigns after the date of transfer.

3. The VENDOR warrants that when all response actions to protect human health and the environment with respect to any substance remaining on the Property on the date of transfer have been taken, the VENDOR shall execute and deliver to the VENDEE an appropriate document containing a warranty that all such response actions have been taken. The making of the warranty shall be considered to satisfy the requirements of CERCLA 120(h)(3)(a)(ii)(I).

IV. RIGHT OF ACCESS

A. To enable the VENDOR to meet its responsibilities under applicable laws and as provided for in this Deed, the VENDOR reserves a perpetual and assignable right of access on, over, and through the Property, for the VENDOR, its employees, agents, and contractors to access and enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary, or such access and entrance is necessary to carry out an environmental response or corrective action on adjoining Property; including, without limitation, to perform any additional environmental investigation, monitoring, sampling, testing, remedial action, response action, corrective action, or any other action necessary for the VENDOR to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the VENDEE, its successors, and assigns, and shall run with the land. This reservation includes the right to access and use utilities on the Property at reasonable cost to the United States.

B. In exercising this right of access, except in case of imminent endangerment to human health or the environment, the VENDOR shall give the VENDEE or the then record owner, reasonable notice of actions to be taken on the Property and shall use reasonable means, without significant additional cost to the VENDOR, to avoid and/or minimize interference with the use of the Property. The VENDEE shall not through its construction, operation and maintenance, and other activities interfere with any remediation or response action conducted by the VENDOR under this paragraph. The VENDEE or the then record owner(s) of the Property, and any other

person shall have no claim against the VENDOR or any officer, employee or contractors thereof solely on account of any such interference resulting from actions taken under this Paragraph.

V. NO LIABILITY FOR NON-ARMY CONTAMINATION

The VENDOR shall not incur liability for additional response action or corrective action found to be necessary after the date of transfer in any case in which the person or entity to whom the Property is transferred, or other non-Army entities, is identified as the party responsible for contamination of the Property.

VI. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of the conveyance, whether or not such substance was set forth in the technical environmental reports, including the LAAAP Environmental Documentation, VENDEE or its successors or assigns shall be responsible for such release or newly discovered substance unless VENDEE is able to demonstrate that such release or such newly discovered substance was due to VENDOR's activities, ownership, use, or occupation of the Property. If the VENDEE, its successors or assigns believe the discovered hazardous substance is due to VENDOR's activities, use or ownership of the Property, VENDEE will immediately secure the site and notify the VENDOR of the existence of the hazardous substances, and VENDEE will not further disturb such hazardous substances without the written permission of the VENDOR.

B. VENDEE, its successors and assigns, as consideration for the conveyance, agree to release VENDOR from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of this Deed, where such substance or product was placed on the Property by the VENDEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. In addition, the VENDEE shall be responsible for disposal of any residual explosives incidental to explosive decontamination procedures (e.g., removal of accumulation of explosive residues from underneath excavated building foundations or sumps) on the Property after the date of transfer. This responsibility will not include groundwater remediation except to the extent that the groundwater water contamination is a result of the VENDEE, its successors and assigns, activities after the date of transfer. This Article shall not affect the VENDOR's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the VENDOR's indemnification obligations under applicable laws.

VII. NOTICE OF WETLANDS

This Property contains wetlands protected under state and Federal laws and regulations. Applicable laws and regulations restrict activities that involve draining wetlands or the discharge of fill materials into wetlands, including, without limitation, the placement of fill materials; the building of any structure; the placement of site-development fills for recreational, industrial, commercial, residential, and other uses; the placement of causeways or road fills; and the construction of dams and dikes.

VIII. NON-DISCRIMINATION

The VENDEE, on behalf of itself and its assigns, covenants that the Property hereby conveyed, or any part thereof, that the said VENDEE and such assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

IX. "AS IS, WHERE IS"

The VENDEE has inspected, knows, and accepts the condition and state of repair of the subject Property. The VENDEE understands and agrees that the Property and any part thereof is offered "AS IS" and "WHERE IS" without any representation, warranty or guaranty by the VENDOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the VENDEE, and no claim for allowance or deduction upon such grounds will be considered.

X. HOLD HARMLESS

To the extent authorized by law, the VENDEE, its successors and assigns, covenant and agree to hold harmless the VENDOR, its officers, agents, and employees from any and all claims, damages, judgments, loss and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Quitclaim Deed by the VENDEE, its successors and assigns. In addition, the VENDEE, its successors and assigns, covenant and agree that the VENDOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of the Property.

XI. ANTI-DEFICIENCY ACT

The VENDOR's obligation to pay or reimburse any money under this Quitclaim Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Quitclaim Deed shall be interpreted to require obligations or payments by the VENDOR in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

XII. NO WAIVER

The failure of the VENDOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such

covenants, conditions, restrictions, or reservations, but the obligations of the VENDEE and its assigns with respect to such future performance shall continue in full force and effect.

This Quitclaim Deed is effective as of 1 January 2005.

ACCEPTANCE BY VENDEE

The State of Louisiana, acting by and through the Military Department, VENDEE, hereby accepts this Quitclaim Deed for itself and its assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this 13th day of December 2004.

STATE OF LOUISIANA

Kathleen Babineaux Blanco
KATHLEEN BABINEAUX BLANCO
Governor
State of Louisiana

Signed and sealed and delivered
In the presence of:

Witness

Elizabeth J. Houven

Witness

Erin S. Masely

STATE OF LOUISIANA

PARISH OF

East Baton Rouge

I, the undersigned, a Notary Public in and for the State of Louisiana, Parish of East Baton Rouge do hereby certify that this day personally appeared before me Kathleen Babineaux Blanco, whose name is signed to the foregoing instrument and who acknowledged the same to be her free act and deed on the date shown, and acknowledged the same for and on behalf of the the State of Louisiana.

Mary Ryle
Notary Public

My commission Expires:

For Life

TRUE COPY OF THE
ORIGINAL

John F. Pugh Jr.
JOHN F. PUGH JR.
NOTARY PUBLIC
R#10893

EXHIBITS

A – Legal Description

B – Environmental Protection Provisions

C - Notice Of Hazardous Substance Storage, Release, or Disposal

FIELD NOTES FOR THE UNITED STATES OF AMERICA

Township 18 North, Range 9 West
Township 19 North, Range 9 West
Township 18 North, Range 10 West
Township 19 North, Range 10 West
Township 18 North, Range 11 West
Bossier Parish, Louisiana
Webster Parish, Louisiana

All that certain lot, tract or parcel of land, in Bossier Parish, Louisiana and in Webster Parish, Louisiana, being part of Sections 5, 6, 7, 18 and 19, Township 18 North, Range 9 West, being part of Section 31, Township 19 North, Range 9 West, being part of Sections 1, 2, 3, 4, 5, 6, 12, 13, 19, 20, 21, 22, 23 and 24, and all of Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Township 18 North, Range 10 West, part of Section 36, Township 19 North, Range 10 West and being part of Sections 11, 12, 14, 23 and 24, and all of Section 13 of Township 18 North, Range 11 West and being part of that certain called Declaration of Taking dated November 24, 1941 in "United States of America, Petitioner, vs. 2,581.72 acres of land in Bossier Parish, State of Louisiana, and T. H. Jackson, et al, Defendants," in Civil Action No. 499, in the United States District Court in and for the Western District of Louisiana, Shreveport Division and being part of that certain called Declaration of Taking dated February 13, 1942 in "United States of America, Petitioner, vs. 12,918.28 acres of land in Webster Parish, State of Louisiana, and George M. Hearne, et al, Defendants," in Civil Action No. 498, in the United States District Court in and for the Western District of Louisiana, Shreveport Division and being more completely described as follows, to-wit:

BEGINNING at the Southeast corner of the above mentioned tract, said point being in the intersection of the centerline of Dorcheat Bayou with the North right-of-way of State Highway No. 164;

THENCE North 84 degrees 21 minutes 16 seconds West with the North right-of-way of said State Highway No. 164, a distance of 9861.73 feet to the p.c. of a curve to the left;

THENCE Westerly with said curve to the left with a central angle of 08 degrees 41 minutes 17 seconds, radius of 8838.75 feet, tangent of 671.41, chord of North 88 degrees 41 minutes 55 seconds West - 1338.97 feet, for a distance of 1340.25 feet to the p.t. of same;

THENCE continuing with the North right-of-way of State Highway No. 164, as follows:
South 86 degrees 57 minutes 27 seconds West for a distance of 7602.34 feet to a corner;
South 84 degrees 43 minutes 33 seconds West for a distance of 763.36 feet to a corner;
South 86 degrees 44 minutes 23 seconds West for a distance of 3720.17 feet to a 1/2" iron rod (set) for corner;

THENCE North 04 degrees 33 minutes 53 seconds East with the East line of that certain called 1.98 acre tract as shown by plat recorded in Volume 884, Page 702 of the Conveyance Records of Webster Parish, Louisiana, a distance of 81.41 feet to a 1/2" iron rod (set) for the Northeast corner of same;

THENCE South 86 degrees 40 minutes 53 seconds West with the North line of said 1.98 acre tract, a distance of 389.20 feet to a 1/2" iron rod (set) for corner;

THENCE South 89 degrees 34 minutes 54 seconds West with the occupied North line of said 1.98 acre tract, the North line of the Ray I. Powell, Jr. tracts described in Volume 427, Pages 696 and 700 of the Conveyance Records of Webster Parish, Louisiana, the North line of the Jacob Patterson tract described in Volume 356, Page 816 of the Conveyance Records of Webster Parish, Louisiana, a distance of 579.49 feet to a 1/2" iron rod (set) for the Northwest corner of same;

THENCE South 00 degrees 56 minutes 07 seconds East with the West line of said Patterson tract, a distance of 74.56 feet to a 1/2" iron rod (set) for corner in the North right-of-way of Highway No. 164;

THENCE Westerly with the North right-of-way of said Highway No. 164 and with a curve to the left with a central angle of 07 degrees 05 minutes 44 seconds, radius of 2341.83 feet, tangent of 145.19 feet, chord of North 86 degrees 23 minutes 44 seconds West - 289.83 feet, for a distance of 290.02 feet to the p.t. of same;

THENCE Westerly continuing with the North right-of-way of said Highway No. 164, as follows: North 73 degrees 48 minutes 38 seconds West, a distance of 554.80 feet, South 68 degrees 28 minutes 46 seconds West, a distance of 562.60 feet, South 87 degrees 01 minutes 12 seconds West, a distance of 11813.40 feet, North 78 degrees 56 minutes 39 seconds West, a distance of 206.16 feet and South 87 degrees 01 minutes 11 seconds West, a distance of 1763.78 ft. to a 1/2" iron rod (set) for the Southeast corner of that certain called 79.0 acre tract described in a deed from the United States of America to the

Bossier Parish School Board on August 21, 1962 and recorded in Volume 366, Page 459 of the Conveyance Records of Bossier Parish, Louisiana;

THENCE North 00 degrees 38 minutes 05 seconds West with the East line of said 79.0 acre tract, for a distance of 499.07 feet to a ½" iron rod (set) for the Northeast corner of same;

THENCE North 60 degrees 49 minutes 14 seconds West with the Northeast line of said 79.0 acre tract, a distance of 3442.00 feet to the Northwest corner of same, in Clark's Bayou, in the East line of that certain called 11.5 acre tract described in a deed from Emogene Young Milam to Frederick L. Loughner et ux on October 29, 1990 and recorded in Volume 969, Page 766 of the Conveyance Records of Bossier Parish, Louisiana;

THENCE Northerly with said bayou, the East line of said Loughner tract, the East line of the Belleview Timber tracts as described in Volume 153, Page 604 of the Conveyance Records of Bossier Parish, Louisiana, the East line of the Piney Forest Addition No. 2 as shown by plat of same recorded in Volume 808, Page 597 of the Conveyance Records of Bossier Parish, Louisiana, as follows:

North 14 degrees 19 minutes 57 seconds West for a distance of 319.19 feet to a corner;
North 05 degrees 52 minutes 45 seconds West for a distance of 313.02 feet to a corner;
South 83 degrees 02 minutes 46 seconds East for a distance of 253.50 feet to a corner;
North 08 degrees 34 minutes 06 seconds East for a distance of 212.00 feet to a corner;
North 62 degrees 09 minutes 08 seconds West for a distance of 165.85 feet to a corner;
North 41 degrees 51 minutes 59 seconds East for a distance of 294.17 feet to a corner;
North 67 degrees 49 minutes 15 seconds West for a distance of 298.44 feet to a corner;
North 02 degrees 34 minutes 58 seconds West for a distance of 237.87 feet to a corner;
North 88 degrees 15 minutes 32 seconds West for a distance of 78.22 feet to a corner;
South 56 degrees 56 minutes 24 seconds West for a distance of 98.75 feet to a corner;
North 82 degrees 49 minutes 12 seconds West for a distance of 64.67 feet to a corner;
North 66 degrees 10 minutes 56 seconds West for a distance of 60.98 feet to a corner;
North 44 degrees 21 minutes 07 seconds West for a distance of 85.10 feet to a corner;
North 29 degrees 38 minutes 16 seconds West for a distance of 109.12 feet to a corner;
North 26 degrees 38 minutes 30 seconds West for a distance of 267.50 feet to a corner;
North 25 degrees 54 minutes 17 seconds West for a distance of 592.13 feet to a corner;
North 34 degrees 45 minutes 01 seconds West for a distance of 424.60 feet to a corner;
North 83 degrees 15 minutes 58 seconds West for a distance of 334.65 feet to a corner;
North 24 degrees 49 minutes 00 seconds West for a distance of 391.73 feet to a corner;
North 50 degrees 34 minutes 29 seconds West for a distance of 428.39 feet to a corner;

North 06 degrees 28 minutes 40 seconds West for a distance of 434.37 feet to a corner;
North 61 degrees 57 minutes 45 seconds West for a distance of 266.75 feet to a corner;
North 14 degrees 23 minutes 33 seconds West for a distance of 274.24 feet to a corner;
South 79 degrees 21 minutes 11 seconds East for a distance of 299.82 feet to a corner;
North 29 degrees 48 minutes 31 seconds West for a distance of 356.37 feet to a corner;
North 14 degrees 11 minutes 05 seconds East for a distance of 288.21 feet to a corner;
South 31 degrees 24 minutes 08 seconds East for a distance of 231.37 feet to a corner;
North 80 degrees 16 minutes 03 seconds East for a distance of 171.72 feet to a corner;
North 09 degrees 55 minutes 52 seconds East for a distance of 570.81 feet to a corner;
North 88 degrees 16 minutes 33 seconds West for a distance of 344.05 feet to a corner;
North 09 degrees 03 minutes 29 seconds West for a distance of 257.82 feet to a corner;
North 79 degrees 35 minutes 45 seconds West for a distance of 189.71 feet to a corner;
North 27 degrees 01 minutes 21 seconds West for a distance of 381.18 feet to a corner in
the South line of that certain called 151 acre tract described in a deed to The Shootout
Sporting Range and recorded in Volume 974, Page 134 of the Conveyance Records of
Bossier Parish, Louisiana, in the South line of Section 11 of Township 18 North, Range
11 West;

THENCE South 89 degrees 40 minutes 36 seconds East with the South line of Section 11
and with the South line of said 151 acre tract for a distance of 1208.14 feet to a concrete
monument (found) at the Southeast corner of same, said point being a quarter corner of
said Section 11;

THENCE North 00 degrees 37 minutes 11 seconds East with the East line of said 151
acre tract, the mid-section line of Section 11 for a distance of 4399.29 feet to a concrete
monument (found) at the Northeast corner of said 151 acre tract, in the South right-of-
way of U. S. Highway No. 80;

THENCE North 83 degrees 36 minutes 39 seconds East with the South right-of-way of
U. S. Highway No. 80, a distance of 5765.04 feet to the p.c. of a curve to the right;

THENCE Northeasterly with said curve to the right with a central angle of 04 degrees 38
minutes 28 seconds, radius of 2824.79 feet, tangent of 114.47 feet, chord of North 85
degrees 55 minutes 58 seconds East – 228.75 feet, a distance 228.81 feet to the p.t. of
same;

THENCE North 88 degrees 15 minutes 12 seconds East continuing with the South right-
of-way of U. S. Highway No. 80 for a distance of 2537.03 feet to the p.c. of a curve to the
left;

THENCE Northeasterly with said curve to the left with a central angle of 09 degrees 57 minutes 57 seconds, radius of 3879.72 feet, tangent of 338.27 feet, chord of North 83 degrees 16 minutes 13 sec. East – 673.99 feet, a distance of 674.84 ft. to a corner in the intersection of same with the South right-of-way of old Highway No. 80 (the old Dixie Overland Highway);

THENCE Northeasterly with the South right-of-way of old Highway No. 80 (the old Dixie Overland Highway), as follows:
South 88 degrees 29 minutes 39 seconds East for a distance of 1138.23 feet to a corner;
North 89 degrees 46 minutes 32 seconds East for a distance of 615.42 feet to a corner;
North 84 degrees 55 minutes 46 seconds East for a distance of 957.09 feet to a corner;
North 84 degrees 33 minutes 32 seconds East for a distance of 1502.16 feet to a corner;
North 83 degrees 45 minutes 01 seconds East for a distance of 440.15 feet to a corner;
North 78 degrees 13 minutes 05 seconds East for a distance of 156.36 feet to a corner;
North 73 degrees 34 minutes 46 seconds East for a distance of 170.48 feet to a corner;
North 69 degrees 08 minutes 52 seconds East for a distance of 1250.18 feet to a corner in the intersection of same with the South right-of-way of U. S. Highway No. 80;

THENCE North 84 degrees 27 minutes 03 seconds East with the South right-of-way of U. S. No. 80, a distance of 37.94 feet to a concrete monument (found) for corner in a curve to the left;

THENCE Northeasterly with said curve to the left with a central angle of 15 degrees 10 minutes 46 seconds, radius of 1969.86 feet, tangent of 262.47 feet, chord of North 76 degrees 51 minutes 40 seconds East – 520.35 feet, a distance of 521.88 feet to the p.t. of same;

THENCE Northeasterly with the South right-of-way of said U. S. Highway No. 80, as follows: North 69 degrees 16 minutes 17 seconds East for a distance of 1152.38 feet to a concrete monument (found) for corner and North 69 degrees 16 minutes 17 seconds East for a distance of 432.94 feet to the p.c. of a curve to the right;

THENCE Northeasterly with said curve to the right with a central angle of 11 degrees 14 minutes 40 seconds, radius of 2804.79 feet, tangent of 276.11 feet, chord of North 74 degrees 53 minutes 37 seconds East – 549.57 feet, a distance of 550.45 feet to the p.t. of same;

THENCE Northeasterly with the South right-of-way of said U. S. Highway No. 80, as follows:

North 80 degrees 30 minutes 57 seconds East for a distance of 58.31 feet to a concrete monument (found) for corner;
North 09 degrees 29 minutes 03 seconds West for a distance of 20.00 feet to a corner;
North 77 degrees 12 minutes 46 seconds East for a distance of 482.55 feet to a corner;
North 80 degrees 24 minutes 25 seconds East for a distance of 2316.86 feet to a crosstie fence corner at the occupied Northwest corner of the St. Matthew Church and Cemetery called 1.0 acre tract described in Volume 150, Page 343 of the Conveyance Records of Webster Parish, Louisiana;

THENCE South 10 degrees 38 minutes 54 seconds East with the occupied West line of said church and cemetery tract for a distance of 292.51 feet to a crosstie fence corner at the Southwest corner of same;

THENCE North 80 degrees 34 minutes 19 seconds East with the occupied South line of said church and cemetery tract for a distance of 290.29 feet to a crosstie fence corner at the Southeast corner of same;

THENCE North 09 degrees 18 minutes 55 seconds West with the occupied East line of said church and cemetery tract for distance of 294.89 feet to a crosstie fence corner at the Northeast corner of same, in the South right-of-way of U. S. Highway 80;

THENCE Northeasterly with the South right-of-way of old U. S. Highway No. 80, as follows:

North 80 degrees 25 minutes 16 seconds East for a distance of 668.23 feet to a corner;
South 09 degrees 34 minutes 44 seconds East for a distance of 20.00 feet to a corner;
North 78 degrees 48 minutes 16 seconds East for a distance of 210.38 feet to the p.c. of a curve to the left;

THENCE Northeasterly with said curve to the left with a central angle of 17 degrees 01 minutes 00 seconds, radius of 1969.86 feet, tangent of 294.69 feet, chord of North 71 degrees 51 minutes 13 seconds East – 582.89 feet, a distance of 585.04 feet to the p.t. of same;

THENCE North 63 degrees 20 minutes 43 seconds East with the South right-of-way of said U. S. Highway No. 80 for a distance of 118.85 feet to the p.c. of a curve to the left;

THENCE Northeasterly with said curve to the left with a central angle of 04 degrees 38 minutes 00 seconds, radius of 11519.16 feet, tangent of 466.01 feet, chord of North 61 degrees 01 minutes 43 seconds East – 931.27 feet, a distance of 931.52 feet to the p.t. of same;

THENCE North 58 degrees 42 minutes 43 seconds East for a distance of 1081.55 ft. to a corner in the intersection of same with the South right-of-way of Interstate Highway No. 20;

THENCE Northeasterly with the South right-of-way of Interstate Highway No. 20, as follows:

North 67 degrees 34 minutes 21 seconds East for a distance of 373.84 feet to a concrete monument (found) for corner;

North 79 degrees 23 minutes 14 seconds East for a distance of 1506.81 feet to a concrete monument (found) for corner;

North 84 degrees 01 minutes 27 seconds East for a distance of distance of 1483.55 feet to a concrete monument (found) for corner;

North 84 degrees 03 minutes 48 seconds East for a distance of 1110.82 feet to a corner;

South 45 degrees 33 minutes 48 seconds West for a distance of 35.00 feet to a corner;

South 28 degrees 56 minutes 12 seconds West for a distance of 20.00 feet to a corner;

South 49 degrees 26 minutes 12 seconds East for a distance of 22.50 feet to a corner;

South 16 degrees 56 minutes 12 seconds East for a distance of 17.50 feet to a corner;

South 20 degrees 26 minutes 12 seconds East for a distance of 55.00 feet to a corner;

South 33 degrees 26 minutes 12 seconds East for a distance of 40.00 feet to a corner;

South 54 degrees 56 minutes 12 seconds East for a distance of 35.00 feet to a corner;

South 35 degrees 56 minutes 02 seconds East for a distance of 34.19 feet to a corner;

North 05 degrees 56 minutes 12 seconds West for a distance of 213.00 feet to a corner;

North 84 degrees 03 minutes 48 seconds East for a distance of 333.71 feet to a concrete monument (found) for corner;

North 84 degrees 01 minutes 26 seconds East for a distance of 541.29 feet to a corner;

South 16 degrees 01 minutes 26 seconds West for a distance of 60.00 feet to a corner;

South 24 degrees 01 minutes 26 seconds West for a distance of 35.00 feet to a corner;

South 20 degrees 45 minutes 56 seconds West for a distance of 59.57 feet to a corner;

South 57 degrees 58 minutes 34 seconds East for a distance of 30.00 feet to a corner;

North 32 degrees 01 minutes 26 seconds East for a distance of 200.01 feet to a corner;

North 84 degrees 01 minutes 26 seconds East for a distance of 3981.23 feet to a concrete monument (found) for corner;

North 84 degrees 02 minutes 36 seconds East for a distance of 2508.13 feet to a concrete monument (found) for corner;

North 84 degrees 01 minutes 53 seconds East for a distance of 1224.55 feet to the p.c. of a curve to the left;

THENCE Northeasterly with said curve to the left with a central angle of 01 degrees 26 minutes 36 seconds, radius of 3969.72 feet, tangent of 407.31 feet, chord of North 78 degrees 10 minutes 23 seconds East – 810.37 feet, a distance of 811.79 feet to the p.t. of same;

THENCE North 72 degrees 03 minutes 39 seconds East with the South right-of-way of Interstate Highway No. 20 for a distance of 1204.00 feet to a ½" iron rod (found) for the Northwest corner of that certain called 138.89 acre tract described in a deed from S & P Co. to Sklarco L.L.C. on September 1, 1999 and recorded in Volume 898, Page 237 of the Conveyance Records of Webster Parish, Louisiana;

THENCE South 48 degrees 47 minutes 17 seconds East with the Southwest line of said 138.89 acre tract for a distance of 3123.58 feet to a ½" iron rod (found) for the South corner of same, in the Northwest line of the Beazer West, Inc. tract described in Volume 201, Page 414 and in Volume 292, Page 33 of the Conveyance Records of Webster Parish, Louisiana;

THENCE South 40 degrees 54 minutes 15 seconds West with the Northwest line of said Beazer West, Inc. tract for a distance of 418.70 feet to a ½" iron rod (set) for the Southwest corner of same;

THENCE North 89 degrees 59 minutes 53 seconds East with the South line of said Beazer West, Inc. tract for a distance of 5913.86 feet to a corner in the centerline of Dorcheat Bayou;

THENCE Southerly with the centerline of Dorcheat Bayou, as follows:

South 73 degrees 03 minutes 11 seconds West for a distance of 244.98 feet to a corner;
South 60 degrees 40 minutes 22 seconds West for a distance of 306.25 feet to a corner;
South 50 degrees 41 minutes 43 seconds West for a distance of 263.64 feet to a corner;
South 39 degrees 36 minutes 13 seconds West for a distance of 218.05 feet to a corner;
South 49 degrees 42 minutes 46 seconds West for a distance of 197.95 feet to a corner;
South 75 degrees 54 minutes 19 seconds West for a distance of 238.17 feet to a corner;
South 21 degrees 25 minutes 31 seconds West for a distance of 84.86 feet to a corner;
South 18 degrees 55 minutes 04 seconds West for a distance of 225.16 feet to a corner;
South 30 degrees 01 minutes 06 seconds West for a distance of 155.91 feet to a corner;

South 56 degrees 24 minutes 31 seconds West for a distance of 160.86 feet to a corner;
North 84 degrees 08 minutes 03 seconds West for a distance of 146.77 feet to a corner;
South 88 degrees 22 minutes 30 seconds West for a distance of 141.06 feet to a corner;
South 54 degrees 01 minutes 59 seconds West for a distance of 139.62 feet to a corner;
South 46 degrees 34 minutes 10 seconds West for a distance of 206.55 feet to a corner;
South 47 degrees 28 minutes 27 seconds West for a distance of 229.32 feet to a corner;
South 13 degrees 11 minutes 41 seconds West for a distance of 214.67 feet to a corner;
South 32 degrees 13 minutes 00 seconds East for a distance of 258.85 feet to a corner;
South 81 degrees 39 minutes 32 seconds East for a distance of 268.84 feet to a corner;
North 89 degrees 13 minutes 14 seconds East for a distance of 441.04 feet to a corner;
South 47 degrees 16 minutes 45 seconds East for a distance of 284.48 feet to a corner;
South 34 degrees 40 minutes 02 seconds West for a distance of 390.29 feet to a corner;
South 39 degrees 23 minutes 27 seconds West for a distance of 318.31 feet to a corner;
South 50 degrees 54 minutes 22 seconds West for a distance of 226.77 feet to a corner;
South 71 degrees 31 minutes 02 seconds West for a distance of 378.52 feet to a corner;
South 65 degrees 14 minutes 18 seconds West for a distance of 298.44 feet to a corner;
South 26 degrees 33 minutes 54 seconds West for a distance of 219.13 feet to a corner;
South 33 degrees 30 minutes 22 seconds East for a distance of 259.05 feet to a corner;
South 69 degrees 14 minutes 12 seconds East for a distance of 420.30 feet to a corner;
South 32 degrees 21 minutes 39 seconds East for a distance of 239.14 feet to a corner;
South 09 degrees 40 minutes 24 seconds West for a distance of 89.27 feet to a corner;
South 41 degrees 06 minutes 11 seconds West for a distance of 260.11 feet to a corner;
South 47 degrees 15 minutes 02 seconds West for a distance of 324.10 feet to a corner;
South 45 degrees 58 minutes 16 seconds West for a distance of 292.08 feet to a corner;
South 03 degrees 11 minutes 30 seconds East for a distance of 269.42 feet to a corner;
South 46 degrees 28 minutes 32 seconds East for a distance of 244.02 feet to the
Northwest corner of that certain called 113.13 acre tract described in a deed from
Braswell Sand and Gravel Company, Inc. to Tri-State Sand and Gravel, Inc. on August
13, 1990 and recorded in Volume 744, Page 252 of the Conveyance Records of Webster
Parish, Louisiana;

THENCE South 00 degrees 07 minutes 25 seconds East with the West line of said 113.13
acre tract for a distance of 5384.04 feet to the Southwest corner of same, in Dorcheat
Bayou;

THENCE Southerly with the centerline of Dorcheat Bayou, as follows:

South 42 degrees 53 minutes 20 seconds West for a distance of 506.27 feet to a corner;
South 44 degrees 20 minutes 20 seconds West for a distance of 735.44 feet to a corner;
South 34 degrees 22 minutes 03 seconds West for a distance of 586.36 feet to a corner;

South 46 degrees 28 minutes 56 seconds West for a distance of 464.72 feet to a corner;
South 47 degrees 09 minutes 40 seconds West for a distance of 225.02 feet to a corner;
South 35 degrees 01 minutes 35 seconds West for a distance of 273.54 feet to a corner;
South 22 degrees 37 minutes 12 seconds West for a distance of 260.00 feet to a corner;
South 13 degrees 42 minutes 51 seconds West for a distance of 560.99 feet to a corner;
South 00 degrees 00 minutes 00 seconds East for a distance of 341.00 feet to a corner;
South 01 degrees 27 minutes 01 seconds West for a distance of 711.23 feet to a corner;
South 13 degrees 41 minutes 37 seconds East for a distance of 202.76 feet to a corner;
South 23 degrees 43 minutes 51 seconds East for a distance of 226.12 feet to a corner;
South 26 degrees 53 minutes 29 seconds East for a distance of 313.95 feet to a corner;
South 15 degrees 03 minutes 31 seconds East for a distance of 434.94 feet to a corner;
South 25 degrees 13 minutes 35 seconds East for a distance of 363.68 feet to a corner;
South 39 degrees 17 minutes 22 seconds East for a distance of 226.15 feet to the place of
beginning, containing **14995.49 acres.**

Bearings oriented to Louisiana State Plane Coordinate System, North Zone (1701), SFT.
Static GPS observation taken on August 9, 2004. Reference Stations are 1NSU
Northwestern S.U. CORS, WNFL Winnfield CORS and 1ULM University of LA at
Monroe CORS. Field Notes accompany this plat.

I, TERRY D. COWAN, Registered Professional Land Surveyor, No. 4690, do hereby
certify that the above field notes were prepared from an actual survey made on the
ground under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL, this the 26th day of October, 2004.

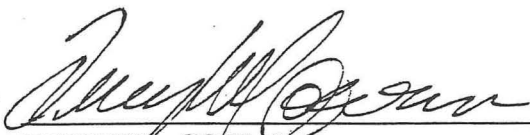

TERRY D. COWAN
Registered Professional Land Surveyor No. 4690



EXHIBIT B

ENVIRONMENTAL PROTECTION PROVISIONS

I. FEDERAL FACILITIES AGREEMENT

The VENDOR acknowledges that Louisiana Army Ammunition Plant (LAAAP) has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The VENDEE acknowledges that the VENDOR has provided it with a copy of the LAAAP Federal Facility Agreement (FFA) dated February 1988 and will provide the VENDEE with a copy of any amendments thereto. The VENDEE, its successors and assigns, agrees that should any conflict arise between the terms of the FFA as they presently exist or may be amended, and the provisions of this property transfer, the terms of the FFA will take precedence. The VENDEE, its successors and assigns, further agree that notwithstanding any other provisions of this Deed, the VENDOR assumes no liability to the VENDEE, its successors and assigns, should implementation of the FFA interfere with their use of the Property. The VENDEE, its successors and assigns, shall have no claim on account of any such interference against the VENDOR or any officer, agent, employee or contractor thereof. The VENDOR shall, however, comply with the provisions of Right of Access in the exercise of its rights under the FFA.

II. ENVIRONMENTAL LAND USE RESTRICTIONS

A. Environmental Land Use Restrictions. The Department of the Army has undertaken careful environmental study of the Property and concluded that the highest and best use of the Property is limited by its environmental condition to commercial/industrial uses or military training activities. In order to protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the VENDOR and the VENDEE, covenants and restrictions shall be included to assure the use of the Property is consistent with the environmental condition of the property. The following restrictions and covenants benefit the general public welfare and are consistent with the State of Louisiana and Federal environmental statutes.

1. Commercial/Industrial Use or Military Training Activities

The VENDEE covenants for itself, its successors and assigns, that the Property, with the exception of Area A which is suitable for unrestricted use, shall be used solely for commercial/industrial purposes or military training activities and not for residential purposes, the Property having been remediated only for commercial/industrial uses or military training activities. Commercial and industrial uses include, but are not limited to, administrative/office space, manufacturing, warehousing, restaurants, hotels/motels, and retail activities. Military training activities include, but are not limited to, heavy

the Property, VENDEE shall consult with and obtain the approval of the VENDOR, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the VENDEE's obtaining the approval of the VENDOR and, as appropriate, State or Federal regulators, or local authorities, the VENDOR shall agree to recordation of an amendment hereto. This recordation shall be the responsibility of the VENDEE. All costs of this are to be borne by the party seeking to release or modify the restriction.

C. Enforcement. The VENDEE, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the Property that would violate the restrictions contained herein. These restrictions and covenants are binding on the VENDEE, its successors and assigns; shall run with the land; and are forever enforceable. These restrictions benefit the public in general and the land surrounding the Property and, therefore, are enforceable by the United States and other interested parties as allowed by federal, state or local law. The VENDEE, its successors or assigns, shall be liable for any cost that results from their violation of this restriction. The VENDOR will not be liable for any costs that result from a violation of this restriction

III. NOTICE OF THE POTENTIAL FOR THE PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The VENDOR completed a comprehensive records search and, based on that search, has identified areas on the LAAAP Commercial Property that may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. 2710 (e) (9); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. 2710 (e) (2); or (3) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard. In addition, MEC may pose a toxicity threat to human health and the environment.

B. A review of available records and information indicated that portions of the Property may contain MEC due to former munitions production activities. These portions include: the Load, Assemble, Pack (L/A/P) Lines and Former Range Areas.

1. **L/A/P Lines** – The LAAAP Commercial Property includes the following nine L/A/P lines: C, D, E, F, G, H, J, K and S. The following five lines are being leased for commercial explosive-related activities: Lines D, E, G, H, and K. Of the remaining four lines, three lines (C, J and S) are inactive and one line (F) was destroyed in 1968. The LAP lines are known to contain munitions constituents (MC)¹ from past and ongoing commercial explosive manufacturing activities. In August 2004, an Army team inspected all unoccupied explosive processing buildings and determined that there was no visible evidence of explosive residue in these buildings. However, there is the potential for residual explosives under foundations, sumps, sewers, air

¹ **Munitions Constituents (MC).** Any materials originating from unexploded ordnance, discarded military munitions, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions. (10 U.S.C. 2710).

equipment transport system training, armor tank crew maneuver and gunnery training and field exercises. Residential use includes, but is not limited to, housing, day care facilities, schools (excluding education and training programs for persons over 18 years of age), and assisted living facilities.

2. Groundwater Restriction

VENDEE is hereby informed and acknowledges that the groundwater in the upper level aquifer underlying the Property is contaminated/non-potable due to explosives, solvents and metals. The VENDEE covenants for itself, its successors and assigns, not to access or use the groundwater underlying the Property without the prior written approval of Army, EPA Region VI, and the Louisiana Department of Environmental Quality (LDEQ). For the purpose of this restriction, "groundwater" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

3. LAAAP Commercial Property Soil Excavation Restrictions

The VENDEE, its successors and assigns, shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbance activities on the LAAAP Commercial Property without the prior written approval of the Army unless the soils are returned to the excavation site. **This excavation will be modified as appropriate upon completion of the Army remediation program.** A map depicting the LAAAP Commercial Property is provided as Environmental Protection Provision (EPP) Exhibit 1.

4. Landfill Restrictions

The Property includes the DA-9 Non-hazardous Solid Waste Landfill (approximately 20 acres) and the Area P Operable Unit (approximately 25 acres). The VENDEE, its successors and assigns, shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbance activities which may damage the caps for these areas. A map depicting the DA-9 Solid Waste Landfill and Area P Operable Unit is provided as EPP Exhibit 1.

5. Small Arms Range Soil Excavation Restrictions

The VENDEE, its successors and assigns, shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbance activities on the Small Arms Range without the prior written approval of the Army. **This excavation will be modified as appropriate upon completion of the Army remediation program.** A map depicting the Small Arms Range is provided as EPP Exhibit 1.

B. Modifying Restrictions. Nothing contained herein shall preclude the VENDEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the VENDOR, such additional action necessary to allow for less restrictive use of the Property. Prior to expanding the use of

handling equipment, and Army leased explosive production equipment. The LAAAP Explosive Safety Characterization Study dated November 2004 identified the buildings, associated infrastructure, and Army leased equipment that pose an explosive hazard and are subject to the explosive safety restrictions set forth below.

2. **Former Range Areas** – The LAAAP Commercial Property includes the following former range areas: Central Proving Ground (CPG) and Burning Ground 5. These former range areas contain discarded military munitions (DMM)² from past disposal of munitions. The Army will develop procedures for conducting a munitions response to MEC on these former range areas. These former range areas pose a potential explosive hazard to human health through contact with DMM. The Army, pending its completion of a munitions response, will maintain a six-foot fence around these former range areas. In addition, the VENDEE will comply with the explosive safety restrictions set forth below.

The maps depicting the location of the Former Range Areas is provided as EPP Exhibit 1 and the L/A/P Line buildings that pose an explosive hazard is provided as EPP Exhibit 2.

3. Due to the former use of the Property as a military installation, there is a possibility that MEC may exist elsewhere on the Property. If the VENDEE, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground disturbing work in the area or in any adjacent areas and shall not move, disturb or attempt to destroy it, but shall immediately call the local police so that appropriate explosive ordnance personnel can be dispatched to address such MEC as required under applicable law and regulations.

4. The VENDOR reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. In exercising this right of access, the VENDOR shall give the VENDEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. VENDOR shall use reasonable means, without significant additional cost to the VENDOR, to avoid and/or minimize interference with the use of the Property. The VENDEE, its successors and assigns, shall not interfere with any munitions response action conducted by the VENDOR on the Property. The VENDEE or the then record owner(s) of the Property, and any other person shall have no claim against the VENDOR or any officer, employee or contractors thereof solely on account of any such interference resulting from actions taken under this Paragraph. This right of access shall be binding on the VENDEE, its successors, and assigns, and shall run with the land.

² **Discarded Military Munitions (DMM).** Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations.

(10 U.S.C. 2710(e)(2))

5. The VENDEE acknowledges receipt of the LAAAP Safety Characterization Report dated November 2004.

IV. EXPLOSIVE SAFETY RESTRICTIONS

A. **Explosive Safety Restrictions.** The Department of the Army has undertaken careful explosive safety study of the Property and concluded that the LAAAP Commercial Property includes buildings that may present an explosive hazard. To protect human health and the environment, promote community objectives, and further the common environmental objectives and land use plans of the VENDOR and the VENDEE, covenants and restrictions shall be included to ensure the use of the Property is consistent with the explosive safety condition of the property. The following restrictions and covenants benefit the general public welfare and are consistent with the State of Louisiana and Federal statutes.

1. Load, Assemble, Pack (L/A/P) Line Explosive Safety Restrictions

a) The VENDEE will lease buildings that pose an explosive hazard to only Bureau of Alcohol, Tobacco, and Firearms- or Louisiana State Police-licensed organizations for like use explosive operations that are compatible with the explosives hazards present. Any leases of buildings that pose an explosive hazard will require the written approval of the Camp Minden Explosive Safety Official or other appropriate explosive safety authority.

b) The VENDEE, its successors and assigns, will not allow or permit others to have open flames or to conduct welding, drilling, sawing, or other heat or impact generating processes that may initiate or detonate residual explosives in buildings (including ventilation and vacuum equipment) or on Army leased equipment (e.g., explosive production equipment) that pose an explosive hazard unless the work procedures (e.g., a hot work permit) are approved in writing by the Camp Minden Explosive Safety Official or other appropriate explosive safety authority.

c) The VENDEE, its successors and assigns, will not allow or permit others to excavate, drill, or demolish floor slabs or foundations, sumps, and sewer systems of buildings that pose an explosive hazard without the written approval of the Camp Minden Explosive Safety Official or other appropriate explosive safety authority.

d) The VENDEE will not transfer or otherwise dispose of any buildings that pose an explosive hazard without first conducting an Army and DDESB-approved munitions response.

The term "Camp Minden Explosive Safety Official or other appropriate explosive safety official" shall mean an individual who is trained and experienced in explosives safety management. The safety official's training and experience should include: knowledge

of military and commercial explosives, to include by products that may either be explosive or accumulate in sufficient concentrations to present an explosive hazard; life-cycle military munitions or commercial explosives management; risk assessment and management, to include development and/or design of processes or procedures to mitigate explosive hazards.

The maps depicting the location of the L/A/P Line buildings that pose an explosive hazard are provided at EPP Exhibit 2.

2. Former Range Explosive Safety Restrictions (Central Proving Ground and Burning Ground 5)

a) The VENDEE will only allow personnel authorized by the Army access to the former range areas.

b) The VENDEE shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbing activities at the Central Proving Ground (CPG).

c) The VENDEE shall not conduct or permit others to conduct any excavation, digging, drilling, or other ground disturbing activities at depths greater than two feet at the Burning Ground 5.

A map depicting the location of the Former Range Areas is provided at EPP Exhibit 1.

B. Modifying Restrictions. The above explosive safety restrictions can only be modified with the written approval of the Army, after coordination with the DDESB.

The U.S. Army Technical Center for Explosives Safety's address is:

Department of the Army
U.S. Army Defense Ammunition Center (ATTN: SJMAC-ESM)
1 C Tree Road
McAlester, OK 74501-9053

The DDESB can be contacted at the following address:

Department of Defense Explosives Safety Board
2461 Eisenhower Avenue
Alexandria, VA 22331-0600

This recordation shall be the responsibility of the VENDEE. All costs of this are to be borne by the party seeking to release or modify the restriction.

C. Enforcement. The VENDEE, for itself, its successors or assigns covenants that it will not undertake nor allow any activity on or use of the property that would

violate the explosive safety restrictions contained herein. These restrictions are binding on the VENDEE, its successors and assigns; shall run with the land; and are forever enforceable. These restrictions benefit the public in general and the land surrounding the Property and, therefore, are enforceable by the United States and other interested parties as allowed by federal, state or local law. The VENDOR will not be liable for any costs that result from a violation of this restriction.

V. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The VENDEE is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Property.

B. The VENDEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos; and that the Army assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the VENDEE, its occupants, successors or assigns, or to any other person, including members of the general public, arising from or incident to any activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether or not the VENDEE, its occupants, successors or assigns have properly warned or failed to properly warn the individual(s) injured. The VENDEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property.

C. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

D. The VENDEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The VENDEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos hazards or concerns.

E. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of the VENDEE to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

F. The VENDEE further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions,

liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, exposure to asbestos on any portion of the Property after this conveyance of the property, to the VENDEE or any future remediation or abatement of asbestos or the need therefore. The VENDEE's obligation hereunder shall apply whenever the United States incurs costs or liabilities for actions giving rise to liability under this section.

VI. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The VENDEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The VENDEE acknowledges that the Property, with the exception of Area A which is suitable for unrestricted use, shall be used solely for commercial/industrial purposes or military training activities and not for residential purposes, the Property having been remediated only for commercial/industrial uses or military training purposes. The VENDEE covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the LAAAP Area A or, if the commercial/industrial restriction is modified in the future, on the Property as Residential Real Property without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the VENDEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X).

In complying with these requirements, the VENDEE covenants and agrees to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the Property found to be necessary as a result of the subsequent use of the property for residential purposes. The VENDEE covenants and agrees to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

C. The VENDEE further agrees to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the Property if used for residential purposes. The VENDEE shall not be responsible for indemnifying or holding

the VENDOR harmless from any suits, claims, demands, actions, liabilities, judgments, costs and attorney's fees arising out of exposure to lead-based paint occurring prior to the date of this Deed.

D. The covenants, restrictions, and requirements of this Section shall be binding upon the VENDEE, its successors and assigns and all future owners and shall be deemed to run with the land. The VENDEE on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section, in all subsequent transfers, leases, or conveyance documents.

VII. INCLUSION OF ENVIRONMENTAL PROTECTION PROVISIONS

The person or entity to whom the property is transferred shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the environmental protection provisions I through VII contained herein, and shall require the inclusion of such environmental protection provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

EXHIBIT C

NOTICE OF HAZARDOUS SUBSTANCE STORAGE, RELEASE, OR DISPOSAL

<u>Building</u>	<u>Name of Hazardous Substances</u>	<u>Date of Storage</u>
<u>Release, or Disposal</u>		
N-1824	Spent Carbon, Paint Waste, Solvent Waste	1985-1994
M-1 626	Chromic Acid, Phosphoric Acid, Sodium Hydroxide, Sulfuric Acid, PCB Transformer oil	1942-1994
Y-2632	Acetone, 1-1-1 Trichlorethane, Methylene Chloride, Xylene	1987-1994
Y-2639	Sulfuric Acid, Phosphoric Acid, Sodium Hydroxide	1987-1994
M-1 636	Paint, Xylene, Acetone	1942-1994
Y-2600 North Block	Chromic Acid Spill	1996
Area Y 2600	Trichloroethane	1976-1994
Area P Lagoons	TNT, HMX, RDX	1950- 1979
Load Lines C,D,E,F,G,H J,K, S	HMX,TNT,RDX	1941-1994

The information contained in this notice is required under the authority of regulations promulgated under section 120 (h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C section 9620 (h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known